

## SENATE BILL No. 103

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### DIGEST OF INTRODUCED BILL

**Citations Affected:** IC 20-7.5-1-2; IC 20-7.5-1-5.

**Synopsis:** Teachers on school committees. Limits the number of teachers that the exclusive representative may appoint to serve on statutory or locally created committees of a school corporation.

**Effective:** July 1, 2004.

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**Kenley**

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January 6, 2004, read first time and referred to Committee on Education and Career Development.

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Introduced

Second Regular Session 113th General Assembly (2004)

PRINTING CODE. Amendments: Whenever an existing statute (or a section of the Indiana Constitution) is being amended, the text of the existing provision will appear in this style type, additions will appear in **this style type**, and deletions will appear in ~~this style type~~.

Additions: Whenever a new statutory provision is being enacted (or a new constitutional provision adopted), the text of the new provision will appear in **this style type**. Also, the word **NEW** will appear in that style type in the introductory clause of each SECTION that adds a new provision to the Indiana Code or the Indiana Constitution.

Conflict reconciliation: Text in a statute in *this style type* or ~~this style type~~ reconciles conflicts between statutes enacted by the 2003 Regular Session of the General Assembly.

## SENATE BILL No. 103

A BILL FOR AN ACT to amend the Indiana Code concerning education.

*Be it enacted by the General Assembly of the State of Indiana:*

1       SECTION 1. IC 20-7.5-1-2, AS AMENDED BY P.L.100-2001,  
2       SECTION 23, IS AMENDED TO READ AS FOLLOWS [EFFECTIVE  
3       JULY 1, 2004]: Sec. 2. As used in this chapter:

4       (a) "School corporation" means any local public school corporation  
5       established under Indiana law and, in the case of public vocational  
6       schools or schools for children with disabilities established or  
7       maintained by two (2) or more school corporations, shall refer to such  
8       schools.

9       (b) "Governing body" means:

10       (1) the board or commission charged by law with the  
11       responsibility of administering the affairs of the school  
12       corporation; or

13       (2) the body that administers a charter school established under  
14       IC 20-5.5.

15       (c) "School employer" means:

16       (1) the governing body of each:

17       (A) school corporation; or



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(B) charter school established under IC 20-5.5; and  
 (2) any person or persons authorized to act for the governing body  
 of the school employer in dealing with its employees.

(d) "Superintendent" shall mean:

(1) the chief administrative officer of any:

(A) school corporation; or

(B) charter school established under IC 20-5.5; or

(2) any person or persons designated by the officer or by the  
 governing body to act in the officer's behalf in dealing with school  
 employees.

(e) "School employee" means any full-time certificated person in the  
 employment of the school employer. A school employee shall be  
 considered full time even though the employee does not work during  
 school vacation periods, and accordingly works less than a full year.  
 There shall be excluded from the meaning of school employee  
 supervisors, confidential employees, employees performing security  
 work and noncertificated employees.

(f) "Certificated employee" means a person:

(1) whose contract with the school corporation requires that the  
 person hold a license or permit from the state board of education  
 or a commission thereof as provided in IC 20-6.1; or

(2) who is employed as a teacher by a charter school established  
 under IC 20-5.5.

(g) "Noncertificated employee" means any school employee whose  
 employment is not dependent upon the holding of a license or permit  
 as provided in IC 20-6.1.

(h) "Supervisor" means any individual who has:

(1) authority, acting for the school corporation, to hire, transfer,  
 suspend, lay off, recall, promote, discharge, assign, reward, or  
 discipline school employees;

(2) responsibility to direct school employees and adjust their  
 grievances; or

(3) responsibility to effectively recommend the action described  
 in subdivisions (1) through (2);

that is not of a merely routine or clerical nature but requires the use of  
 independent judgment. The term includes superintendents, assistant  
 superintendents, business managers and supervisors, directors with  
 school corporation-wide responsibilities, principals and vice principals,  
 and department heads who have responsibility for evaluating teachers.

(i) "Confidential employee" means a school employee whose  
 unrestricted access to confidential personnel files or whose functional  
 responsibilities or knowledge in connection with the issues involved in

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1 dealings between the school corporation and its employees would make  
 2 the confidential employee's membership in a school employee  
 3 organization incompatible with the employee's official duties.

4 (j) "Employees performing security work" means any school  
 5 employee whose primary responsibility is the protection of personal  
 6 and real property owned or leased by the school corporation or who  
 7 performs police or quasi-police powers.

8 (k) "School employee organization" means any organization which  
 9 has school employees as members and one (1) of whose primary  
 10 purposes is representing school employees in dealing with their school  
 11 employer, and includes any person or persons authorized to act on  
 12 behalf of such organizations.

13 (l) "Exclusive representative" means the school employee  
 14 organization which has been certified for the purposes of this chapter  
 15 by the board or recognized by a school employer as the exclusive  
 16 representative of the employees in an appropriate unit as provided in  
 17 section 10 of this chapter, or the person or persons duly authorized to  
 18 act on behalf of such representative.

19 (m) "Board" means the Indiana education employment relations  
 20 board provided by this chapter.

21 (n) "Bargain collectively" means the performance of the mutual  
 22 obligation of the school employer and the exclusive representative to  
 23 meet at reasonable times to negotiate in good faith with respect to items  
 24 enumerated in section 4 of this chapter and to execute a written  
 25 contract incorporating any agreement relating to such matters. Such  
 26 obligation shall not include the final approval of any contract  
 27 concerning these or any other items. Agreements reached through  
 28 collective bargaining are binding as a contract only if ratified by the  
 29 governing body of the school corporation and the exclusive  
 30 representative. The obligation to bargain collectively does not require  
 31 the school employer or the exclusive representative to agree to a  
 32 proposal of the other or to make a concession to the other.

33 (o) "Discuss" means the performance of the mutual obligation of the  
 34 school corporation through its superintendent and the exclusive  
 35 representative to meet at reasonable times to discuss, to provide  
 36 meaningful input, to exchange points of view, with respect to items  
 37 enumerated in section 5 of this chapter. This obligation shall not,  
 38 however, require either party to enter into a contract, to agree to a  
 39 proposal, or to require the making of a concession. A failure to reach  
 40 an agreement on any matter of discussion shall not require the use of  
 41 any part of the impasse procedure, as provided in section 13 of this  
 42 chapter. Neither the obligation to bargain collectively nor to discuss

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any matter shall prevent any school employee from petitioning the school employer, the governing body, or the superintendent for a redress of the employee's grievances either individually or through the exclusive representative, nor shall either such obligation prevent the school employer or the superintendent from conferring with any citizen, taxpayer, student, school employee, or other person considering the operation of the schools and the school corporation.

(p) "Strike" means concerted failure to report for duty, willful absence from one's position, stoppage of work, or abstinence in whole or in part from the full, faithful, and proper performance of the duties of employment, without the lawful approval of the school employer, or in any concerted manner interfering with the operation of the school employer for any purpose.

(q) "Deficit financing" with respect to any budget year shall mean expenditures in excess of money legally available to the employer.

**(r) "Teacher" has the meaning set forth in IC 20-6.1-1-8.**

SECTION 2. IC 20-7.5-1-5 IS AMENDED TO READ AS FOLLOWS [EFFECTIVE JULY 1, 2004]: Sec. 5. (a) A school employer shall discuss with the exclusive representative of certificated employees, and may but shall not be required to bargain collectively, negotiate, or enter into a written contract concerning or be subject to or enter into impasse procedures on the following matters:

- (1) Working conditions, other than those provided in section 4 of this chapter.
- (2) Curriculum development and revision.
- (3) Textbook selection, **subject to subdivision (10) concerning membership of teachers on a textbook adoption advisory committee.**
- (4) Teaching methods.
- (5) Hiring, promotion, demotion, transfer, assignment, and retention of certificated employees, and changes to any of the requirements set forth in IC 20-6.1-4.
- (6) Student discipline.
- (7) Expulsion or supervision of students.
- (8) Pupil-teacher ratio.
- (9) Class size or budget appropriations.

**(10) Appointment by the exclusive representative of teachers to serve on statutory or locally created committees of the school corporation. However, if this matter is bargained collectively, the contract must provide that the percentage of teacher positions the exclusive representative may appoint to serve on a committee may not exceed the percentage of**

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1 **teachers in the school corporation who are members of the**  
 2 **exclusive representative. The percentage applies to the**  
 3 **number of teacher positions on a committee, and not to the**  
 4 **total number of positions on a committee.**

5 However, any items included in the 1972-1973 agreements between  
 6 any employer school corporation and the employee organization shall  
 7 continue to be bargainable.

8 (b) Nothing shall prevent a superintendent or ~~his~~ **the**  
 9 **superintendent's** designee from making recommendations to the  
 10 school employer.

11 (c) This chapter may not be construed to limit the rights of the  
 12 school employer and the exclusive representative to mutually agree to  
 13 the matters authorized under IC 20-6.1-4-14.5.

14 SECTION 3. [EFFECTIVE JULY 1, 2004] (a)  
 15 **IC 20-7.5-1-5(a)(10), as amended by this act, applies only to a**  
 16 **collective bargaining agreement between an employer school**  
 17 **corporation and an exclusive representative that is entered into**  
 18 **after June 30, 2004.**

19 (b) This SECTION expires June 30, 2008.

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